

PENDING APPROVAL

MASTER AGREEMENT

This Agreement # 052610GG is made and entered into as of July 1, 2010 ("EFFECTIVE DATE") by and between ("CUSTOMER")

having its principal offices at:

CUSTOMER: Oklahoma County
320 Robert S Kerr Ave
Oklahoma City, OK 73102

and ("SUPPLIER") having its principal offices at:

SUPPLIER: Continuant, Inc.
4918 20th Street E
Fife, WA 98424

This Agreement includes the Exhibit(s) and/or Schedule(s) referred to herein and attached hereto or which may be added hereto from time to time by Agreement of the CUSTOMER and SUPPLIER.

Intending to be legally bound, CUSTOMER and SUPPLIER agree as follows:

ARTICLE 1

TERM: This Agreement shall become effective as of the EFFECTIVE DATE and shall remain in effect until terminated per the terms of this Agreement.

Maintenance Coverage listed on applicable Schedule(s) will begin as of the Commencement date listed on the Schedule(s) and remain in effect through the term as specified on the Schedule(s). At the end of the initial term, Maintenance Coverage will automatically renew for successive six (6) month terms at the SUPPLIER'S then current rates, until a new Schedule(s) and/or term is mutually agreed upon. Either Party may give the other Party written notice of its intent not to renew Maintenance Coverage between sixty (60) days and ninety (90) days prior to the expiration of the existing term.

ARTICLE 2

SCOPE OF AGREEMENT: SUPPLIER shall provide Maintenance Coverage, services, equipment, and/or software to CUSTOMER in accordance with associated Schedule(s), with the initial Schedule(s) and/or Statement of Work (SOW) attached in Exhibit A.

ARTICLE 3

CUSTOMER RESPONSIBILITIES: CUSTOMER agrees to (i) provide the proper environment, electrical and telecommunications/network connections, (ii) provide remote access and/or a work space for covered equipment, and (iii) maintain a procedure external to the software program(s) and host computer for reconstruction of lost or altered files, data or programs, (iv) provide SUPPLIER a list of any covered equipment with pre-existing conditions, that is, equipment suspected or known to have problems or issues in the past, (v) provide passwords necessary to access CUSTOMER equipment covered under this Agreement, and (vi) authorize SUPPLIER and its employees/affiliates agency to act on CUSTOMER'S behalf on non-financial or contractually obligating matters, with related 3rd party providers/vendors as necessary to fulfill Agreement services.

CUSTOMER is responsible for notifying SUPPLIER of the presence of any hazardous material (e.g., asbestos) on CUSTOMER premises prior to the commencement of any Services. CUSTOMER is also responsible for removal of any such hazardous material or correction of any hazardous condition that affects SUPPLIER'S performance of Services. Applicable Service Level Agreements will be put on hold until CUSTOMER provides written notification of removal or corrections of the hazardous condition; SUPPLIER shall not be liable to CUSTOMER as a result of any related delays.

CUSTOMER is responsible for (1) ensuring that CUSTOMER'S covered equipment is adequately secured against

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unauthorized intrusion, and (2) backing up CUSTOMER'S data and files.

ARTICLE 4

WARRANTY: SUPPLIER services will be in compliance with applicable laws and performed according to accepted industry standards. Any purchased products will be free of defect in materials, workmanship and design as warranted by the manufacturer of each product. **IN THE EVENT OF A DEFECTIVE PURCHASED PRODUCT, CUSTOMER'S EXCLUSIVE REMEDY IS FOR SUPPLIER TO MAKE REPAIRS OR PROVIDE REPLACEMENTS OF THE DEFECTIVE PURCHASED PRODUCT WITH NEW OR REFURBISHED PRODUCT AT SUPPLIER'S DISCRETION.**

ARTICLE 5

WARRANTY AND MAINTENANCE SERVICE EXCLUSIONS: Warranty of purchased Products or Maintenance Coverage service does not cover repair for damages, or malfunctions, or performance characteristics caused by:

1. Use of non-SUPPLIER furnished equipment, software, or facilities with the covered equipment.
2. Use of equipment, software, or facilities not covered by SUPPLIER Maintenance Coverage.
3. CUSTOMER failure to follow SUPPLIER installation, operation or maintenance instructions, including CUSTOMER failure to permit SUPPLIER timely remote access to CUSTOMER equipment under Maintenance Coverage.
4. Failure or malfunction of equipment, software, or facilities not under SUPPLIER Maintenance Coverage.
5. Actions of non-SUPPLIER personnel.
6. Power surge and/or electrical storm.
7. Equipment misuse, abuse or mishandling.
8. Force Majeure conditions as stated in Article 15.

SUPPLIER does not warrant uninterrupted or error free operation of the covered equipment. In addition, SUPPLIER is not obligated to provide warranty or Maintenance service if CUSTOMER modifies or uses the covered equipment outside of manufacturer's specifications or for any equipment with a pre-existing condition. CUSTOMER initiated system additions, product moves, or system programming changes or additions are not included under maintenance coverage. With prior approval from CUSTOMER, SUPPLIER will perform repair or other services not covered by this Agreement at SUPPLIER'S standard rates for such service.

SUPPLIER does not warrant merchantability, express or implied, of fitness for a particular purpose of any purchased Products.

Products are reasonably secured by design, and SUPPLIER will maintain procedures to safeguard CUSTOMER'S data and files from unauthorized access or disclosure. However, SUPPLIER makes no warranty, express or implied, that covered equipment is immune from fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. By using covered equipment with certain features or separately using such features, CUSTOMER assumes all responsibility for assuring their proper and lawful use.

CUSTOMER agrees to notify SUPPLIER prior to relocating covered equipment. Additional charges will apply if SUPPLIER incurs costs as a result of relocation of covered equipment.

If the covered equipment supports Telephony or Internet Protocol (IP) facilities, CUSTOMER may experience certain compromises in performance, reliability and security, even when the covered equipment performs as warranted and within manufacturer specifications. These compromises may become more acute if CUSTOMER fails to follow SUPPLIER recommendations for configuration, operation and use of the covered equipment. CUSTOMER acknowledges these risks as acceptable.

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ARTICLE 6

INDEMNITY: Each Party (at its own expense) will defend the other Party and its Affiliates, and their employees, directors, and officers against or settle at its own expense any third-party claims, suits, actions or proceedings asserted against such Party and its Affiliates, and their employees, directors, and officers (collectively, the "Indemnified Party") arising out of or relating to bodily injury to or death of any person, or loss of or damage to real or tangible personal property; to the extent that such claim, suit, damage, or expense was proximately caused by any negligent or intentional act or omission on the part of the Party from whom indemnity is sought, its agents or employees ("Indemnifying Party"). The Indemnifying Party will defend, indemnify and hold harmless the Indemnified Party from and against any and all finally awarded damages, costs and expenses, including costs of investigation, court costs and reasonable outside attorneys' fees in connection with the indemnified claim.

ARTICLE 7

EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY: The entire liability of SUPPLIER and its subsidiaries, affiliates and subcontractors, (and the directors, officers, employees, agents, representatives, subcontractors, and supplier of all of them) and CUSTOMER'S exclusive remedies for any damages arising from the performance or non-performance of any work or service, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be: (1) for SUPPLIER'S failure to perform any material term of this Agreement (e.g., SUPPLIER Maintenance Coverage obligations), CUSTOMER'S sole remedy shall be to cancel this Agreement without incurring cancellation charges if SUPPLIER fails to correct such failures within thirty (30) days of receipt of CUSTOMER'S written notice; (2) for damages to real or tangible personal property or for bodily injury or death to any person for which SUPPLIER'S sole gross negligence was the proximate cause, CUSTOMER'S right to proven damages to property or person, not to exceed SUPPLIER'S insurance limits.

Neither Party shall be liable for the following types of damages: (1) indirect or incidental damages, and (2) special or consequential damages, including but not limited to: lost profits, savings or revenues of any kind; lost, corrupted, misdirected or misappropriated data or messages; and charges for common carrier telecommunication services or facilities accessed through or connected to covered equipment. Neither Party shall be liable for the types of damages enumerated above whether or not the other Party has been advised of the possibility of such damages. This paragraph shall survive the failure of any exclusive remedy.

ARTICLE 8

SATISFACTION GUARANTEE: SUPPLIER is extending a Satisfaction Guarantee to CUSTOMER. CUSTOMER may cancel this Agreement without further obligation or applicable cancellation charges for any reason during the sixth (6th) through twelfth (12th) month of the Initial Term with sixty (60) days written notice. If this option is taken SUPPLIER will refund any pre-payments on a pro rata basis within thirty (30) days of the end of Coverage date.

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ARTICLE 9

CANCELLATION: CUSTOMER shall have the right to cancel Maintenance Coverage under this Agreement in whole or in part, or as to any of CUSTOMER participating locations at any time, by providing SUPPLIER sixty (60) days written notice to cancel, and by paying applicable cancellation charges. Cancellation charges shall equal the lesser of twelve (12) months charges or the remainder of the term.

CUSTOMER shall have the right to cancel all or portions of non-Maintenance Orders prior to shipment of Product or the delivery of Services, by providing SUPPLIER with written notice to cancel, and by paying applicable cancellation charges. Cancellation charges shall equal fifteen percent (15%) of the applicable Products or unfulfilled Service Order. CUSTOMER shall remain liable for the complete price of Products already shipped to CUSTOMER, and for all Services already performed for CUSTOMER orders, and for any applicable cancellation charges. CUSTOMER shall **not** have the right to cancel any portion of software, licenses, and/or software development orders.

ARTICLE 10

SITE CLOSURE: The CUSTOMER may cancel Coverage for any individual site that is closed and the covered system is decommissioned and taken out of service, and not relocated. To cancel Coverage for a qualified site and not be liable for applicable cancellation charges, CUSTOMER must provide SUPPLIER with sixty (60) days written notice of intent to decommission the system, and reimburse SUPPLIER for all unearned loyalty discounts given for the applicable site. Once the system is decommissioned, the remaining site(s) under Coverage may have their volume discount adjusted based upon the remaining size of the CUSTOMER contract.

ARTICLE 11

SYSTEM REPLACEMENT: If a covered site's system is replaced, then CUSTOMER will have one of the following options:

1. If replacement system was purchased from a third party, then CUSTOMER may continue Maintenance Coverage with a 35% discount through the manufacturer's warranty period.
2. If replacement system was purchased from SUPPLIER, then CUSTOMER may continue Maintenance Coverage with a 50% discount through the manufacturer's warranty period.
3. CUSTOMER may cancel Maintenance Coverage for individual site where a replaced system has been deployed. To cancel Coverage for a qualified site and not be liable for applicable cancellation charges, CUSTOMER must provide SUPPLIER with sixty (60) days written notice of intent to replace the system, and reimburse SUPPLIER for all unearned loyalty discounts given for the applicable site. Once the system is replaced, the remaining site(s) under Coverage may have their volume discount adjusted based upon the remaining size of the CUSTOMER contract.

ARTICLE 12

ANNUAL TRUE UP/DOWN: A True-Up/Down of Maintenance Coverage under this Agreement can be requested by CUSTOMER or SUPPLIER once a year with (60) days written notice. If during the preceding year an entire site has been closed down, or an entire site's system has been replaced, CUSTOMER must first exercise one of the options available in Article 10 or Article 11, which ever applies, before a CUSTOMER True-Down can be requested. CUSTOMER shall pay for the expenses necessary to accomplish a CUSTOMER requested True-Down. Expenses will be based on the SUPPLIER'S current hourly time and material rate. Additional True-Ups may be done by SUPPLIER outside of the annual window if CUSTOMER undergoes upgrades or expansions during the course of the Coverage year. Once a True-Up/Down is completed, the CUSTOMER Schedule(s) and discounts in force will be adjusted up or down as a result of the audit, on the first billing cycle after receipt of the Coverage adjustments.

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ARTICLE 13

CONSUMER PRICE INDEX ADJUSTMENTS: If the Consumer Price Index, All Urban Consumers (“CPI-U”), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, increases by more than five percent (5%) in the previous calendar year, then SUPPLIER may raise the contracted rate for Maintenance Coverage by the CPI-U percentage of increase. To take this option SUPPLIER will give CUSTOMER ninety (90) days written notice of the pending rate increase. Once CUSTOMER receives notice, CUSTOMER will have thirty (30) days to cancel the affected Coverage by providing SUPPLIER sixty (60) days written notice. Under this circumstance CUSTOMER may cancel affected Coverage without cancellation fees as listed in Article 9.

ARTICLE 14

SERVICE LEVEL AGREEMENTS: In the event SUPPLIER does not meet stated service levels as outlined in Exhibit A, SUPPLIER will notify CUSTOMER in writing of details and events surrounding failure. SUPPLIER will issue a fifty percent (50%) credit of the monthly Maintenance Coverage charges for the impacted site to the CUSTOMER each month that a Service Level Agreement (“SLA”) infraction(s) occurs. If an SLA infraction(s) occurs in three (3) different months in a twelve (12) month period at the same site, CUSTOMER may exercise option to cancel Maintenance Coverage in whole or in part with sixty (60) days written notice, and SUPPLIER will waive any applicable cancellation fees. Notice of intent to cancel based upon this provision must be received by SUPPLIER within thirty (30) days of the third SLA infraction.

ARTICLE 15

FORCE MAJEURE: Neither Party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes including acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by the Party.

ARTICLE 16

TERMS OF PAYMENT: Payments for Maintenance Coverage listed on attached Schedule(s) or on future agreed upon Schedule(s) along with applicable Sales and/or Use taxes are due before the first day of the applicable period’s Coverage start date (the “Due Date”). Maintenance Coverage is billed using 30 (thirty) day monthly cycles, with the monthly Due Date being the same day each month as the first Due Date through the life of the contract. CUSTOMER may in writing request a billing date different from the original Due Date, which will normally result in a partial month’s Coverage. Any partial month’s Coverage will be billed on a prorated daily rate, with prorated charges based on a 30 day month/360 day year. Notification invoices will be sent by SUPPLIER up to ninety (90) days in advance of Due Date upon CUSTOMER request. The terms of payment for non-maintenance purchases along with applicable Sales and/or Use taxes are net thirty (30) days of invoice date. All invoices will reflect the Schedule(s) in force and will be sent to CUSTOMER address listed in Article 21, unless requested otherwise by CUSTOMER in writing. SUPPLIER’S accepted forms of payment are CUSTOMER check, ACH transaction, or bank check auto deduction.

CUSTOMER may make Maintenance Coverage payments monthly, quarterly, semi-annually or annually. CUSTOMER will receive a three quarter percent (.75%) credit for quarterly pre-payments, a one and a half percent (1.5%) credit for semi-annual pre-payments, and a three percent (3%) credit for annual pre-payments. CUSTOMER may with written notification, and a corresponding increase in the Maintenance Coverage rate listed on applicable Schedule(s), elect to pay up to ninety (90) days after the Due Date without a late payment fee. The corresponding increase in the Maintenance Coverage rate will be one third of a percent (.33%) for every fifteen (15) days of additional time taken by CUSTOMER to make scheduled payment past the Due Date. CUSTOMER must notify SUPPLIER of its intent to take this option at least ninety (90) days in advance of the applicable Due Date.

The CUSTOMER past due unpaid balance will be considered delinquent and subject to a late payment fee equal to twenty five dollars (\$25) per month or one percent (1%) per month, whichever is greater.

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ARTICLE 17

CUSTOMER DEFAULT AND MATERIAL TERMS: CUSTOMER Material Terms include but are not limited to the following:

1. Failure to make payment by Due Date as described in Article 16.
2. Failure to perform CUSTOMER non-monetary obligations listed in Article 3.

If CUSTOMER fails to perform any Material Term or condition of this Agreement, SUPPLIER shall notify CUSTOMER of the breach in writing, and CUSTOMER has thirty (30) days to cure the breach. If breach is not cured in thirty (30) days, CUSTOMER will be in default and SUPPLIER may cancel this Agreement immediately and exercise any available rights. Upon cancellation by SUPPLIER due to CUSTOMER default, the SUPPLIER may exercise any or all of the following non-exclusive remedies:

1. Bill cancellation charges outlined in Article 9 along with any other applicable charges.
2. Suspend Maintenance and/or terminate performance.
3. Repossess equipment provided by SUPPLIER.
4. Suspend and/or terminate licenses.
5. Revoke CUSTOMER credit.
6. Offset monies due CUSTOMER.

ARTICLE 18

DISPUTE RESOLUTION: In the event that either Party initiates Disputes litigation, then the prevailing Party shall be entitled to an award of reasonable attorneys' fees and expenses of litigation (arbitration), including without limitation the reasonable fees of expert witnesses. The Parties waive trial by jury.

ARTICLE 19

CHOICE OF LAW AND VENUE: To resolve all disputes related to or arising from the Parties' Agreement (the "Disputes"), the Parties consent to and agree to the jurisdiction of those courts (state or federal) located in King County, Washington and that those courts have exclusive venue over all Disputes. The Parties further agree that Washington State law governs the resolution of all Disputes.

ARTICLE 20

CUSTOMER OFFSET RESTRICTION: CUSTOMER agrees that it shall not offset any funds owed to SUPPLIER under this Agreement for any reason, including without limitation refunds and performance.

ARTICLE 21

BILLING AND NOTICES: All billing and notices required or permitted to be given hereunder shall be in writing and delivered in person or sent by mail and given to or made upon the respective Parties as listed hereunder. Address changes must be submitted to the other Party with sixty (60) days written notice prior to the effective date.

CUSTOMER Notice: Oklahoma County
320 Robert S Kerr Ave
Oklahoma City, OK 73102

SUPPLIER Notice: Continuant, Inc.
2001 48th Ave Court E.
Fife, WA 98424

CUSTOMER Billing: Oklahoma County
320 Robert S Kerr Ave
Oklahoma City, OK 73102

SUPPLIER Invoice: Continuant Inc. Lockbox
PO Box 110966
Tacoma WA 98411-0966

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ARTICLE 22

NON-SOLICITATION OF SUPPLIER EMPLOYEES: SUPPLIER personnel are valuable resources for SUPPLIER and SUPPLIER will be harmed if a CUSTOMER hires SUPPLIER personnel to provide, without limitation, maintenance or installation services or advice, or both, for the CUSTOMER. Therefore, CUSTOMER will not solicit the hiring or hire a SUPPLIER employee, as an employee, agent, or independent contractor, during the term of this Agreement and for two (2) years after the expiration of the term. Should CUSTOMER violate this provision, then CUSTOMER is liable to SUPPLIER in the amount of fifty percent (50%) of the employee's total compensation, including salary, bonuses, tax burden, and benefits for the prior twelve months (and extrapolated to twelve months if the employee worked for less than twelve months before being hired away) as liquidated damages, as a non-exclusive remedy, and that sum is a reasonable forecast of the loss to SUPPLIER and because such loss, including the need for a substitute performance, is difficult to estimate accurately.

ARTICLE 23

ASSIGNMENT – SUCCESSORS AND ASSIGNEES: With written notice this AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assignees.

ARTICLE 24

SEVERABILITY: In the event that any term and/or condition is held to be illegal, invalid, or unenforceable, then such term and/or conditions shall be deemed to be separate from the remaining terms and conditions of this Agreement and such remaining terms and conditions shall remain in full force and effect as legal, valid, and enforceable terms and conditions.

ARTICLE 25

SUBSEQUENT ALTERATIONS: No change, modification, alteration or rescission of this Agreement shall be valid unless it is made in writing and signed by the Parties, and no course of dealing or performance between the Parties, and no usage of trade, shall be construed to alter the terms hereof.

ARTICLE 26

INTEGRATED AGREEMENT: This Agreement constitutes the entire, final, complete and fully integrated Agreement of the Parties relating to its subject matter and shall supersede and supplant the terms and conditions of any quotations, proposals, negotiations, representations, promises, acknowledgments, invoices or other alleged understandings, written or oral. To the extent that any terms and conditions set forth in any purchase order issued in connection with performance under this Agreement are inconsistent with this Agreement or any of its Exhibit(s)/Schedule(s), this Agreement and its Exhibit(s)/Schedule(s) shall control.

ARTICLE 27

SURVIVAL CLAUSE: ARTICLES 4, 5, 7, 18, 19, 20, 21, 23, 24, and 27 shall survive cancellation of this Agreement for a period of seven (7) years. Article 22 shall have a two (2) year survival period. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

BY:

NAME:

TITLE/DATE:

BY:

NAME: Doug Graham, President

TITLE/DATE: 6-25-2010

*Legal only w/ Attachment
Addendum*

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ATTACHMENTS

EXHIBIT A: SERVICE LEVEL AGREEMENT

EXHIBIT B: SCHEDULES

ADDENDUM

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11. Article 22, NON SOLICITATION OF SUPPLIER EMPLOYEES, shall be modified to allow solicitation or hiring of SUPPLIER employees with consent which shall not be unreasonably withheld.
12. Article 23, ASSIGNMENT – SUCCESSORS AND ASSIGNEES, shall be to the extent allowed by Oklahoma law.
13. Article 27, SURVIVAL CLAUSE, shall be changed to a period of five (5) years or to the extent allowed by Oklahoma State law

CUSTOMER

CONTINUANT INC.

Doug Graham, President

Print name & title

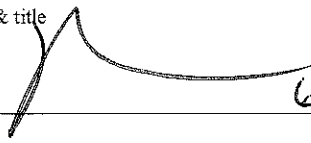
Print name & title

Signature

Date

Signature

Date



6-25-2010

PROPRIETARY AND CONFIDENTIAL

*with his
Addendum
Approved: [Signature]
ASSA OA
6/28/2010*

OKLAHOMA COUNTY

ADDENDUM to Master Agreement

The following Terms and Conditions are hereby added to the attached Maintenance Agreement. In the event of a conflict between this addendum and the standard Agreement this addendum shall prevail.

1. Article 1, TERM, shall be changed to state; *"At the end of the initial term, Maintenance Coverage will automatically renew for successive three (3) month terms at the SUPPLIER'S then current rates, until a new Schedule(s) and/or term is mutually agreed upon"*. All other language in this Article and the Agreement shall remain unchanged.
2. Article 6, INDEMNITY, shall be removed from the Agreement and left intentionally blank.
3. Article 7, EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY, shall include the following statement; *"CUSTOMER shall not be obligated to pay and SUPPLIER shall refund any monies paid for services not received because of default"*
4. Article 8, SATISFACITON GUARANTEE, shall be removed from the Agreement and left intentionally blank.
5. Article 9, CANCELLATION, shall be removed in total and replaced with the following language:

CUSTOMER shall have the right to cancel Maintenance Coverage under this Agreement in whole or in part, or as to any of CUSTOMER participating locations, without penalty, at each anniversary of the term year by providing SUPPLIER ninety (90) days written notice to cancel.

CUSTOMER shall have the right to cancel all or portions of non-Maintenance Orders prior to shipment of Product or the delivery of Services, by providing SUPPLIER with written notice to cancel, and by paying applicable cancellation charges. Cancellation charges shall equal fifteen percent (15%) of the applicable Products or unfulfilled Service Order. CUSTOMER shall remain liable for the complete price of Products already shipped to CUSTOMER, and for all Services already performed for CUSTOMER orders, and for any applicable cancellation charges. CUSTOMER shall **not** have the right to cancel any portion of software, licenses, and/or software development orders.
6. Article 10, SITE CLOSURE, shall be removed from the Agreement and left intentionally blank.
7. Article 11, SYSTEM REPLACEMENT, shall be removed from the Agreement and left intentionally blank.
8. Article 16, TERMS OF PAYMENT, the second paragraph of the Article shall be removed in total. Late Fees shall be limited to undisputed invoices only. Upon receipt of a tax exemption certificate, CUSTOMER will not be charged sales tax.
9. Article 18, DISPUTE RESOLUTION, the parties do not waive trial by jury.
10. Article 19, CHOICE OF LAW AND VENUE, shall be changed to the law and venue of Oklahoma State or as per Oklahoma State law.

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OKLAHOMA COUNTY EXHIBIT A

SERVICE LEVEL AGREEMENT: As part of the Master Agreement, SUPPLIER provides a Service Level Agreement (“SLA”) based on Maintenance Coverage options as selected by the CUSTOMER.

1. **Definitions.**

- A. **Standard Business Hours.** Any tickets created between the hours of Monday - Friday, 8:00 am – 5:00 pm local time for the location under coverage, excluding Holidays.
- B. **After Hours.** Any ticket created outside of standard business hours, or on any Holiday.
- C. **SLA Ticket Creation Timestamp.** Ticket Creation is defined as the time stamp that occurs when a ticket is created. Tickets can be created by the following events: System generated alarm arriving at SUPPLIER NOC, CUSTOMER creating ticket on CUSTOMER Portal, Phone call to CSC agent who creates ticket, NOC Engineer who creates ticket.
- D. **Coverage Time: 24/7 Coverage / Next Business Day Coverage.** SLA will only apply during the coverage time at a location.
- E. **Time to Respond.** Time to Respond is the time elapsed from Ticket Creation to the time Ticket is Acknowledged.
- F. **Time to Restore.** Time to Restore is the time elapsed from Ticket Acknowledgment to the time the problem has been cleared, and/or system functionality has been restored. Upon resolution, the Ticket will be time-stamped accordingly. Tickets will be prioritized according to Severity Levels and CUSTOMER contract parameters.
- G. **On-Site Managed Critical Spares.** This refers to an optional maintenance coverage option, where SUPPLIER maintains an inventory of location specific parts on the CUSTOMER’s location. These parts are identified during the setup process by a SUPPLIER Engineer, and documented in the Maximum Uptime report provided to the CUSTOMER. On site critical spares are required to achieve the highest level of SLA.
- H. **SLA Performance Metric Definition.**
 - a. $SLA \text{ Objective percentage} = (N - O - M) / (N - O) \times 100$
 - b. Where, for a given month: “N” means the number of Severity 1, 2 or 3, Trouble Tickets created during the month by Site; and “M” means the number of those Severity 1, 2, or 3 Trouble Tickets that are not restored within the appropriate time as defined in the SLA Coverage Levels. “O” means the number of such Tickets not completed within the time set forth due to the acts or omissions of CUSTOMER, any ticket of non-critical status, any tickets not completed due to terms set forth under the Force Majeure provision in Article 15. Definitions of SLA parameters are subject to modification without notice.
- I. **Hours of Operation.** The Hours of Operation during which the SLA’s will apply will be dependent on the coverage elected by the location, excluding holidays, and scheduled downtime unless otherwise provided on a time and material basis as agreed by the Parties.

2. **Reporting SLA Performance.** The key performance metrics for SLA’s are based on the discrete ticket. Each applicable Critical or High Severity ticket is either conforming to the SLA or is non-conforming to the SLA. SLA Performance reports will be available on the CUSTOMER Portal for Monthly reporting periods ending on the last calendar day of each month. The monthly SLA Performance reports will be posted no later than the 15th day of the following month.

3. **Primary Reports.**

- A. **Location SLA Activity.** Detail of all SLA related activity at a location for the reporting period, with details regarding the SLA parameters for each related ticket.
- B. **CUSTOMER SLA Summary.** A summary of Location SLA data aggregated into a CUSTOMER summary.

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4. SLA Credits. At each site, and for each month, that the SLA Coverage Levels were not met, SUPPLIER will provide a credit to CUSTOMER in the amount of fifty percent (50%) of the month's Maintenance Coverage charge for the affected site.

In the event SUPPLIER does not meet stated SLA Coverage Levels as defined, a credit will be reflected in the Monthly Performance Report available online in the CUSTOMER Portal. These SLA Credits will be credited in the month following the reporting period.

5. Ticket Severity.

A. Critical.

- a. PBX and related hardware. Failures that substantially affect the operation of the CUSTOMER'S telecommunications system, and / or Twenty-five percent (25%) or more of the trunks and/or stations supported by the common control unit are out of service at any time; the attendant console or common control processor is out of service; or twenty-five percent (25%) or more of the special network capabilities supported by the common control unit are out of service at any time. Equipment functions at central host site degraded, affecting multiple sites.
- b. Voicemail and related hardware. Unscheduled total system outage and failure to reboot for any reason; inability to access the system through 25% or more of all ports; interoperability of one or more of the disk drives that store message or data; loss of system integration; continual system restarts; message waiting not functioning system wide; installed networking not functioning. Failure that materially impedes critical CUSTOMER operations such as: complete outages of operating system or application software.
- c. IVR / Contact center systems. The system is down, not accessible by more than 50% of users and/or the system is losing data or not collecting data. System is not processing calls or 25% or more of T1 or tip/ring capacity is out of service.
- d. Data / Adjunct Equipment. Unscheduled total system outage and failure to reboot for any reason; inability to access the system through 25% or more of users.

B. High.

- a. PBX and related hardware. Failure of system covered by SUPPLIER that is not included in the definition of a Critical failure. Major or critical system generated alarm which is not included in the definition of a Critical failure.
- b. Voicemail. Failure of system covered by SUPPLIER that is not included in the definition of a Critical failure. Major or critical system generated alarm which is not included in the definition of a Critical failure.
- c. IVR / Contact center systems. Failure of system covered by SUPPLIER that is not included in the definition of a Critical failure. Major or critical system generated alarm which is not included in the definition of a Critical failure.
- d. Data / Adjunct Equipment. Failure of system covered by SUPPLIER that is not included in the definition of a Critical failure. Major or critical system generated alarm which is not included in the definition of a Critical failure.

C. Non-Critical. All systems covered by SUPPLIER meeting any or all of the following conditions apply:

- a. System generated notifications that are non-critical, which can include informational notifications, warnings and minor alarms.
- b. Degraded service in Equipment function.
- c. Service is available but needs an urgent administrative change that is required to be completed within 24 hours to meet CUSTOMER needs.
- d. Security vulnerability discovered within CUSTOMER network.
- e. Equipment down with spare or other work-around in place.
- f. General questions or cosmetic issue
- g. Internally created tickets to research/follow up on non-critical issues.
- h. All other non-urgent request (i.e. feature access code not performing, and/or static on line with no down-time involved).

PENDING APPROVAL

SLA COVERAGE LEVELS

LEVEL A - 24/7 with Onsite Managed Critical Spares						
Time of day	Severity Level	Critical Spares	Response Time 90% of tickets (min)	Restore Time 90% of tickets (hrs)	Response Time 100% of tickets (min)	Restore Time 100% of tickets (hrs)
Bus Hrs	Critical	Onsite	5	1	15	2
Bus Hrs	High	Onsite	15	2	60	8
After Hrs	Critical	Onsite	5	4	15	8
After Hrs	High	Onsite	30	8	60	16

LEVEL B - 24/7 without Onsite Managed Critical Spares						
Time of day	Severity Level	Critical Spares	Response Time 90% of tickets (min)	Restore Time 90% of tickets (hrs)	Response Time 100% of tickets (min)	Restore Time 100% of tickets (hrs)
Bus Hrs	Critical	Offsite	5	24	15	36
Bus Hrs	High	Offsite	15	36	60	48
After Hrs	Critical	Offsite	5	24	15	36
After Hrs	High	Offsite	30	36	60	48

LEVEL C - 8-5 with Onsite Managed Critical Spares						
Time of day	Severity Level	Critical Spares	Response Time 90% of tickets (min)	Restore Time 90% of tickets (hrs)	Response Time 100% of tickets (min)	Restore Time 100% of tickets (hrs)
Bus Hrs	Critical	Onsite	5	2	15	4
Bus Hrs	High	Onsite	15	4	60	8

LEVEL D - 8-5 without Onsite Managed Critical Spares						
Time of day	Severity Level	Critical Spares	Response Time 90% of tickets (min)	Restore Time 90% of tickets (hrs)	Response Time 100% of tickets (min)	Restore Time 100% of tickets (hrs)
Bus Hrs	Critical	Offsite	5	24	15	36
Bus Hrs	High	Offsite	15	36	60	48

Schedule A



Oklahoma County
 320 Robert S Kerr Ave
 Oklahoma City, OK 73102
 405-713-1334

Equipment List

Site ID	Product	Qty	Unit Price	24x7	Phones & Attendant Consoles	Routine, Remote MAC	Managed Carrier Services	Subtotal	Volume Discount	4-Year Loyalty Discount	Monthly Purchase Price
Annex	Meridian Opt 81C 25.40	1447	\$ 1.68	\$ 243.10	\$ 267.41	\$ -	\$ -	\$ 2,941.47	\$ (1,176.59)	\$ (352.98)	\$ 1,411.90
	On-site Critical Spares	1	\$ 217.05	\$ -	\$ -	\$ -	\$ -	\$ 217.05	\$ -	\$ -	\$ 217.05
	Meridian Mail	28	\$ 10.85	\$ 30.38	\$ -	\$ -	\$ -	\$ 334.18	\$ (133.67)	\$ (40.10)	\$ 160.41
	OTM	1	\$ 45.00	\$ 4.50	\$ -	\$ -	\$ -	\$ 49.50	\$ (19.80)	\$ (5.94)	\$ 23.76
JJC	Meridian Opt 61C 23.19	315	\$ 1.68	\$ 52.92	\$ 58.21	\$ -	\$ -	\$ 640.33	\$ (256.13)	\$ (76.84)	\$ 307.36
TJA	Meridian Opt 11C 23.19	174	\$ 1.68	\$ 29.23	\$ 32.16	\$ -	\$ -	\$ 353.71	\$ (141.48)	\$ (42.45)	\$ 169.78
Election Board	Meridian Opt 11C 23.19	103	\$ 1.68	\$ 17.30	\$ 19.03	\$ -	\$ -	\$ 209.37	\$ (83.75)	\$ (25.12)	\$ 100.50
Jail	Meridian Opt 51C 23.19	516	\$ 1.68	\$ 86.69	\$ 95.36	\$ -	\$ -	\$ 1,048.93	\$ (419.57)	\$ (125.87)	\$ 503.49
District 3	Norstar MICS	17	\$ 1.68	\$ 2.86	\$ 3.14	\$ -	\$ -	\$ 34.56	\$ (13.82)	\$ (4.15)	\$ 16.59
District 2	Norstar MICS	17	\$ 1.68	\$ 2.86	\$ 3.14	\$ -	\$ -	\$ 34.56	\$ (13.82)	\$ (4.15)	\$ 16.59
Spencer	Norstar MICS	18	\$ 1.68	\$ 3.02	\$ 3.33	\$ -	\$ -	\$ 36.59	\$ (14.64)	\$ (4.39)	\$ 17.56
OSU Ext.	Norstar MICS	30	\$ 1.68	\$ 5.04	\$ 5.54	\$ -	\$ -	\$ 60.98	\$ (24.39)	\$ (7.32)	\$ 29.27
	Startalk	2	\$ 8.00	\$ 1.60	\$ 1.76	\$ -	\$ -	\$ 19.36	\$ (7.74)	\$ (2.32)	\$ 9.30
	104 hrs/year On-site Tech	1	\$ 858.33	\$ -	\$ -	\$ -	\$ -	\$ 858.33	\$ -	\$ -	\$ 858.33
Total Monthly Purchase Price											\$ 3,841.89

Pricing valid until: 7/31/10

Commencement Date: 7/1/10

Term: 48 Months

Above pricing does not include applicable sales tax or one-time set-up fee of \$596.00 per PBX / IP system site or \$218.00 per key system site. Coverage options with an amount of \$0.00 are not included. Coverage does not include batteries, tapes, and/or other consumables. Standard coverage is 8x5, M-F.

MAC Hourly rate is \$129/hour. No trip charge for maintenance customers.
 No shipping charge for parts replacement.
 CSU/DSU's and buffer data boxes are included in above coverage.

Date _____
 Proprietary and Confidential

PENDING APPROVAL

PENDING APPROVAL

Oracle Applications - PROD

File Edit View Folder Tools Window Help

ORACLE

Requestor Summary for Requisitions 2010/06/28 Query: 11007944

Number: 11007944 Type: Purchase Req Preparer: O'Neal, Rhonda
Description: CONTINUANT GSA Status: Incomplete Total: USD 46,102.28

Source Details Details Currency

Num	n	Rev	Category	Description	UCM	Quantity	Price
1			SERVICE.PROFE	ANNUAL PHONE SYST	Each	46102.28	1

Destination Type: Expense
Requester: O'Neal, Rhonda
Organization: MIS
Location: MIS - RM 321
Subinventory:

Source: Supplier
Supplier: CONTINUANT INC
Site: REMIT
Contact:
Phone:

Approve... Distributions

Record: 1/1 <<OSC>

Start Windows Explorer Microsoft Office Oracle Applications Oracle Application...

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE ___ DAY OF _____, 2010 AGENDA

(THE DEADLINE IS ONE WEEK PRIOR TO THE DATE THE AGENDA IS TO BE POSTED)

DEPARTMENT: MIS

REQUESTED BY: **Mike Harman**

REQUISITION NO.: 11007944

REQUISITION SHEET ATTACHED: NA

NAME OF FUNDS: MIS MAINTENANCE & OPERATIONS FUND NUMBERS: 1001/2700/54455

PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS: N/A

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 1

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action to approve a new contract with Continuant for the phone system maintenance. The costs will not exceed \$46,102.68. Requested by Mike Harman, Director of Information Technology.

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)


ASSISTANT DISTRICT ATTORNEY


COUNTY ENGINEER


PURCHASING AGENT

Please initial if privacy/security protected information exist

DISTRICT ATTORNEY – PRIVACY/SECURITY PROTECTED INFORMATION: N/A

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION: N/A

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____

APPROVED BY: 

CHAIRMAN

RC checked for privacy information

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 6/15/2010
COUNTY DEPARTMENT MAKING REQUEST: MIS

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: **Please review the contract for the phone maintenance with Continuant. This a new vendor.**

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

Mike J 2/om

COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: 6/16/10

REPLY BY DISTRICT ATTORNEY: Reviewed

6/17/2010
Mike | done | look at my comments & edits
Make sure
Attachment
is included
of contract
Paul

David Prater

DAVID PRATER
DISTRICT ATTORNEY

By: David Prater

RECEIVED
JUN 16 2010
CIVIL DIVISION
DISTRICT ATTORNEY